

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

IN RE	:	CHAPTER 13
	:	
KIVA MELIKA NABRIT	:	CASE NO. 18-11430-SDB
	:	
Debtor	:	
	:	
AF TITLE CO. DBA AMERICAN	:	
FINANCIAL	:	
	:	CONTESTED MATTER
Movant	:	
	:	
v.	:	
	:	
KIVA MELIKA NABRIT, Debtor;	:	
and HUON LE, Trustee,	:	
	:	
Respondents	:	
	:	

MOTION FOR RELIEF FROM AUTOMATIC STAY

NOW COMES AF Title Co. dba American Financial (the "Movant") and moves this Court for relief from the automatic stay and shows the Court as follows:

1.

On October 4, 2018, Kiva Melika Nabrit ("Debtor") filed a Voluntary Petition pursuant to 11 U.S.C. Chapter 13.

2.

Movant is the holder of a claim based on the payoff on a lease (represented by the payments still due) with the Debtor on a vehicle, to wit: 2015 Toyota Corolla (the "Vehicle"). The approximate payoff is \$21,222.16. Lease payments are monthly in the amount of \$481.64.

3.

This is a post-petition agreement. As of February 3, 2021, the account is delinquent \$1,704.92. This includes the December 1, 2020, through February 1, 2021 payments in the

amount of \$1,444.92 plus \$260.00 in damage waiver fees. Another payment comes due on March 1, 2021.

4.

The Lease Agreement is a “true lease” under Georgia law.

5.

Debtor does not have any equity in the Vehicle or the Lease Agreement to benefit the estate and the Trustee's interest should be abandoned. The Vehicle is the only property subject to the Lease Agreement.

6.

Movant has no proof of full coverage insurance protecting its interest in the Vehicle.

7.

Movant requests that Bankruptcy Rule 4001(a)(3) be waived.

WHEREFORE, Movant prays that this Court:

(a) Hold a Hearing pursuant to this Motion within thirty (30) days as is required under 11 U.S.C. Section 362(e);

(b) Enter an Order terminating the estate’s interest in the Lease Agreement as herein defined and providing further that the automatic stay, to the extent it restrains Movant from enforcing its rights in and to the Vehicle, be vacated;

c) Rule 4001(a)(3) be waived; and

d) Grant such other and further relief as the Court deems to be just and proper.

This February 5, 2021.

The Law Office of
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